

MEMORANDUM OF AGREEMENT
FOR
CONSERVATION AND MANAGEMENT
OF
YELLOWSTONE CUTTHROAT TROUT
(Oncorhynchus clarki bouvieri)
AMONG
MONTANA
IDAHO
WYOMING
NEVADA
UTAH
U.S. FOREST SERVICE
YELLOWSTONE NATIONAL PARK
GRAND TETON NATIONAL PARK

May 2000

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) has been developed to define shared goals and objectives for the conservation and restoration of Yellowstone cutthroat trout within its historic range. In addition to defining shared goals for conservation of Yellowstone cutthroat trout (YCT), this MOA also outlines a process of cooperation, coordination, and data sharing among the resource agencies with management responsibility for YCT.

Implementation of the MOA will enhance coordinated conservation efforts among and between resource agencies (Agencies) on behalf of Yellowstone cutthroat trout, and should result in a greater understanding of the overall status and distribution of the subspecies throughout its range. Threats to YCT that warrant its status as a species of special concern by state and federal resource management agencies will be reduced or eliminated through implementation of this MOA.

Separate Memoranda of Understanding and Conservation Agreements will be developed with other resource management agencies and additional, supporting entities as necessary to ensure implementation of specific conservation measures. In addition, interested government agencies and conservation groups will be given opportunity to review and provide input on specific actions.

INVOLVED PARTIES (Agencies)

Montana Department of Fish, Wildlife and Parks
1420 East Sixth Avenue
Helena, MT 59602

Idaho Department of Fish and Game
600 South Walnut, Box 25
Boise, ID 83707

Wyoming Game and Fish Department
5400 Bishop Boulevard
Cheyenne, WY 82006

Nevada Division of Wildlife
1100 Valley Road
Reno, NV 89512

Utah Division of Wildlife Resources
1594 West North Temple
Salt Lake City, UT 84114

Yellowstone National Park
P.O. Box 168
Yellowstone NP, WY 82190

U.S. Forest Service
Regions 1, 2, 4
c/o 200 East Broadway
Missoula, MT 59807

Grand Teton National Park
P.O. Box 170
Moose, WY 83012

DISTRIBUTION

YCT historically occurred in the Snake River drainage from the headwaters down to Shoshone Falls in the Columbia River basin, including the fine-spotted cutthroat, and in the Yellowstone drainage from the headwaters down to at least the confluence of the Big Horn River near Billings, Montana. This distribution includes large areas within Montana, Idaho, and Wyoming, including Yellowstone National Park, as well as the northeastern corner of Nevada and northwestern corner of Utah.

The exact distribution of historically occupied streams is unknown, but it is believed that most streams in the upper Snake and Yellowstone drainages were occupied by YCT. Information on current status indicates that populations have declined from historic levels largely due to historic habitat changes and influences from non-native fish species that were stocked throughout both basins. The genetic status/purity of remaining YCT populations remains largely unknown. However, the percentage of YCT streams occupied by genetically pure YCT is substantially less than the total due to introgression from rainbow trout and westslope cutthroat trout stocked in historic YCT drainages over many decades. Other causes of YCT decline and existing threats include loss of habitat, habitat degradation, whirling disease, potentially New Zealand mud snails, and non-native fish species (e.g., lake trout) that compete with or prey on YCT. Because of the decline in distribution, and threats to existing intact populations, the Agencies have classified YCT a species of concern, and have been taking management and conservation steps to reduce threats and ensure the long-term persistence within its native range.

For the purposes of this MOA, YCT outside of their historical, native range are not considered as conservation populations.

AGREEMENT

Pursuant to this MOA, the Agencies agree to the following:

Goals and Objectives: The Agencies agree to the following goals and objectives, will continually strive to accomplish them, and agree to incorporate them into their respective planning and budgeting processes.

Goal: Ensure the persistence of the Yellowstone cutthroat trout subspecies within its historic range. Manage YCT to preserve genetic integrity and provide adequate numbers and populations to provide for protection and maintenance of intrinsic and recreational values associated with this fish.

Objective 1. Identify all existing populations

Identify all YCT populations within the historical native range of YCT and maintain database of the the most current distribution.

Objective 2. Secure and enhance conservation populations

Identify genetic purity of existing populations. Prioritize populations based on genetic purity, population size, unique characteristics, and management goals. Secure and if necessary enhance all known and suspected genetically pure YCT populations, and high priority introgressed populations. These efforts might include, but are not limited to:

- Isolation of populations to prevent or mitigate invasion by hybridizing and/or competing non-native fish.
- Habitat restoration
- Modification of land uses to provide for YCT habitat and population protection.
- Expansion of current populations within the context of their streams and watersheds.
- Suppression or eradication of non-native fish species that are adversely affecting native YCT
- Prevention of non-native fish stocking in drainages or portions of drainages that support pure Yellowstone cutthroat where such stocking may negatively impact a pure Yellowstone cutthroat trout population or restoration potential.
- Adjust harvest regulations where angler harvest is altering population age/size structure and affecting recruitment.

Objective 3. Restore populations

Increase the number of stream populations by restoring YCT within their native range. Local restoration goals and approaches will be developed to meet this objective.

Objective 4. Public Outreach

Develop and implement a public outreach effort specifically addressing YCT conservation. Public outreach efforts will utilize the many and varied options available to get the native trout story to the public.

Objective 5. Data Sharing

The Agencies agree to summarize existing distribution, genetics, and conservation accomplishments data in a manner that allows data summaries and comparisons between and among jurisdictions.

Objective 6. Coordination

The Agencies will meet at least once annually to review accomplishments towards conservation of YCT, to share information, to identify, discuss, and solve common problems related to conservation of YCT, and to prioritize common issues that should be addressed under the purview of this MOA. Meeting minutes and assignments will be mailed to all Agency representatives and interested parties shortly following the meeting. This MOA will be reviewed and modified as necessary at the annual coordination meeting.

Objective 7. Implementation

The Agencies will work towards meeting the above goals and objectives through independent activities and work programs, as well as by communicating successes and pitfalls with one another, sharing information, and working cooperatively to solve common problems and threats.

AUTHORITY

This MOA is intended to facilitate coordination and cooperation between the Agencies for conservation of YCT. All parties to this MOA recognize that they each have specific statutory responsibilities that cannot be delegated, particularly with respect to the management and conservation of wildlife, its habitat, and the management, development, and allocation of water resources. Nothing in this MOA is intended to abrogate any of the parties' respective responsibilities.

This MOA is subject to and is intended to be consistent with all applicable Federal and State laws and interstate compacts.

This MOA in no way restricts the parties involved from participating in similar activities with other public or private agencies, organizations, or individuals.

The State of Wyoming and the Commission do not waive sovereign immunity by entering into this MOA, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute 1-39-104(a) and all other state law.

Modifications within the scope of this MOA shall be made by the issuance of a bilaterally executed modification prior to any changes being performed.

Nothing in this Agreement shall obligate any cooperator to expend appropriations or to enter into any contract or other obligation. This is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties to this agreement will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate

agreements that shall be made in writing and shall be independently authorized by appropriate statutory authority.

SIGNATURES

Patrick Graham, Director
Montana Department of Fish, Wildlife & Parks

Rodney Sando Director
Idaho Department Fish and Game

John Baughman, Director
Wyoming Game and Fish Department

John Kimball, Director
Utah Division of Wildlife Resources

Terry R. Crawford, Administrator
Nevada Division of Wildlife

Michael V. Finley, Superintendent
Yellowstone National Park

Dale Bosworth, Regional Forester
U.S. Forest Service
For Regions 1, 2 and 4

Jack Neckels, Superintendent
Grand Teton National Park